

From: Jeff Beagle </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=08321DE71B7F486BABB25D4E2943F9E7-JBEAGLE>
To: SBroussard@HallEstill.com
CC: Ken Kinsey; Alexander Kalman
Sent: 10/20/2017 4:49:46 PM
Subject: Fw: [External] RE: Puerto Rico storm restoration

Thank you Steve. We will utilize this language in our offers. To confirm, if an employee were from a state that had 8 hours over in a day means OT, california or colorado (i think) for example, would we be bound by that states law?

Jeff Beagle, HR Director



Phone: 405.608.8195

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14201 Caliber Drive Ste 300, Oklahoma City, OK 73134

From: SBroussard@HallEstill.com <SBroussard@HallEstill.com>
Sent: Friday, October 20, 2017 4:00 PM
To: Jeff Beagle
Cc: Ken Kinsey; Alexander Kalman
Subject: [External] RE: Puerto Rico storm restoration

Jeff, based on the recent amendment to Puerto Rico law, employees who are hired and live in the States would not be subject to Puerto Rico's labor laws. However, the FLSA would still apply. You need to make sure that all of the employees going to work in Puerto Rico sign a statement acknowledging that the terms of their employment relationship, while working in Puerto Rico, will be governed by the laws of their home states or another jurisdiction other than Puerto Rico.

Section 2.17 of Puerto Rico's Labor Transformation and Flexibility Act ("LTFA") provides that "[i]n the event that an employee from another jurisdiction is assigned to work in Puerto Rico for the benefit of another employer, but maintains his employment relationship with the employer located in the other jurisdiction and the performance of his duties in Puerto Rico does not exceed three (3) consecutive years, the contractual and legal rights and obligations shall be interpreted pursuant to the terms of the employment contract. In these cases, the employee shall be subject to the provisions of the laws of Puerto Rico relating to income tax, discrimination in the workplace, and work-related accidents or injuries. If the parties fail to choose the applicable law in the contract, it shall be subject to Puerto Rico's regulations."

As you can see, assuming that the 3 year requirement and a particular State's law is chosen to govern the relationship, Puerto Rico wage law will not be an issue but taxes, discrimination, and wkers' comp laws will apply.

If the contract does call for the application of the law of a jurisdiction other than Puerto Rico and the foreign employee and employer meet the other requirements in the LTFA, then it would appear that the local law specified would apply when determining overtime. In any state in the United States, that would, at a minimum, require payment of overtime in accordance with the Fair Labor Standards Act ("FLSA"). Calculating overtime under the FLSA, based on a day rate, would be done as follows: the amount that the employee receives per day would be multiplied by the number of days worked in the workweek, and divided by the number of hours worked in the workweek. The employee would receive 1.5 times that amount for each hour in excess of 40 worked during that workweek.

As to employees who you intend to send to work in Puerto Rico, you should consider having them sign an acknowledgment similar to the draft below.

Dear _____,

Thank you for your interest in employment with Cobra Energy Services. We are pleased that you have accepted the position of _____. You have been hired to work on a special assignment repairing power lines in Puerto Rico, which is expected to be completed within one (1) year. Please understand that this is a project-based position and Cobra cannot guarantee continued employment after the project has concluded. Additionally, this position is "at-will" and we recognize that you retain the option, as does Cobra, of ending your employment with Cobra at any time, with or without notice and with or without cause. Finally, your employment relationship with Cobra Energy Services will be governed by the [STATE] law. Please sign below in the space provide to acknowledge you have read this acknowledgment and agree with its terms. If you have any questions, please contact _____.

[APPLICANT OR EMPLOYEE]

From: Jeff Beagle [mailto:jbeagle@Mammothenergy.com]
Sent: Friday, October 20, 2017 10:19 AM
To: Steve Broussard <SBroussard@HallEstill.com>
Cc: Ken Kinsey <kkinsey@cobratd.com>; Alexander Kalman <akalman@Mammothenergy.com>
Subject: [EXTERNAL] Fw: Puerto Rico storm restoration
Importance: High

Ken,
Below are the intended day rates we'd like to mirror. Working 7 days a week 10-12 hour shifts. The GF, or General Foreman, is currently an exempt position so we should be good there just converting the day rate to salary if desired. The others we want to ensure we fall within FLSA boundaries.

Jeff Beagle, HR Director



Phone: 405.608.8195

Fax: 405.437.2550

Email: jbeagle@mammothenergy.com

14201 Caliber Drive Ste 300, Oklahoma City, OK 73134

From: Jared Chappell
Sent: Friday, October 20, 2017 9:34 AM
To: Jeff Beagle; Alexander Kalman
Subject: FW: Puerto Rico storm restoration

-----Original Message-----

From: Keith Ellison
Sent: Thursday, October 19, 2017 1:02 PM
To: Ken Kinsey <kkinsey@cobratd.com>; Scott Whitsell <swhitsell@5-starelectricllc.com>; Robert Malcom <rm@hpeservices.net>; Steve Wolfe <swolfe@cobratd.com>; Ken Godwin <kgodwin@hpeservices.net>
Cc: Jared Chappell <jchappell@Mammothenergy.com>
Subject: Puerto Rico storm restoration

All,

We are awarded a 120 day minimum contract for 250 linemen in Puerto Rico

We need 210 distribution resources, 25 Transmission, 15 Substation

We are paying the following,

GF. - \$1400. Per day

Foremen- \$1,250.00 per day

Journeyman Linemen- \$1000 per day

A class - \$900

B class - \$800

Hot apprentice \$700

Apprentice / Groundman- \$600

We cover all expenses. No alcohol!!!!!!!!!!!!

KE

Sent from my iPhone

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